

## **ATTACHMENTS**

## **LIST OF SOLICITATION ATTACHMENTS**

Attachment J.1 Fire & Emergency Medical Services Department Specification for this project

Attachment J.2 Fire & Emergency Medical Services Department drawings for this project.

Attachment J.3 Required Labor Contract Provisions and Wage Determination No. DC030003, dated 9/24/2004 issued by the U.S. Department of labor for Building Contracts.

Attachment J.4 First Source Employment Agreement

Attachment J.5 Local Business Opportunity Commission Certification Package

**ATTACHMENT J.3**

**WAGE DETERMINATION**

## **REQUIRED LABOR CONTRACT PROVISIONS**

### **PAYMENT OF PREDETERMINED MINIMUM WAGES**

#### **A. Standard Contract Clauses (Contracts exceeding \$2,000.00)**

##### **1. Minimum Wages**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the contractor or developing of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, United States Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFT, Part 3), the full amount of wages and bona-fide fringe benefits (or cash equivalents thereof), due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona-fide fringe benefits under Sections (1)(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics subject to the provisions of paragraph A(1)(iv) of this Section; also regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A(1)(ii) of this Section), and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The Contracting Officer of the District of Columbia, Office of Property Management, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (1) The classification is utilized in the area by the construction industry; and
  - (2) The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- (A) In the event the contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (B) The wage rate (including fringe benefits where appropriate), determined pursuant to subparagraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

## 2. **Withholding**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the contractor, under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or developing of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

## 3. **Payrolls and Basic Records**

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of Columbia completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock

Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraphs (a)(3)(ii)(B) of this section.
- (D) The contractor shall notify the Contracting Officer, in writing, of all periods of which no work is performed. This notification applies to the prime contractor and to all subcontractors.
- (E) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the Contracting Officer or the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 20 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.



- (iii) Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate whose not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iv) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements and Executive Order 11246, as amended and 29 CFR Part 30.

## **5. Compliance with Copeland Act Requirements**

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

## **6. Subcontracts**

The contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Contracting Officer may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

## **7. Contract Termination: Debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **8. Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

## **9. Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the

meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility**

A. By entering into this contract, the contractor certifies that neither it (nor he or she), nor any person or firm who has an interest in the contractor's firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**B. Contract Work Hours and Safety Standards Act**

The Agency Head shall cause or require the Contracting Officer to insert the following clauses set forth in paragraphs B(1), (2), (3), and (4) of this Section in full, in any contract subject to the overtime provisions of the contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**1. Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

**2. Violation: Liability for Unpaid Wages:**

**Liquidated Damages**

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar

day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

**3. Withholding for Unpaid Wages and Liquidated Damages**

The Contracting Officer shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**4. Subcontracts**

The contractor or subcontractor shall insert in any subcontracts, the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Contract Work Hours and Safety Standards Act**

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the Contracting Officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the Contracting Officer to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **SPECIAL STIPULATIONS PERTAINING TO WAGE RATES**

RATES OF WAGES determined by the Secretary of Labor, shall apply if the contract is in excess of \$2,000.00 in amount. The Secretary of Labor has determined that the wage rates for various classes of mechanics and laborers, enumerated in the attached schedule, were prevailing in the area in which the work is to be performed at the time of Invitation for Bids.

Each class of laborers and mechanics listed in the attached schedule shall receive not less than the minimum rate of wage specified therein. In the event that it becomes necessary to employ any laborer or mechanic whose work is not covered by any of the classifications in said schedule, he shall be paid not less than the prevailing rates of wages for the class of work done by him. Such rate shall be predetermined by the Department of Labor through the Materiel Management Officer. In case any disputes arises as to what are the prevailing rates of wages for work of similar nature, which cannot be adjusted by the Contracting Officer, the matter shall be referred to the Secretary of Labor for determination, whose decisions thereon shall be conclusive on all parties.

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the contractors to inform themselves as to the local labor market and conditions, including any pending legislation or existing collective bargaining agreements which provide for future increase in rates.

The contractor shall abide by and conform to all applicable laws, Executive Orders, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

The District of Columbia may award contracts for other work at the building and site, and this contractor shall fully cooperate with such other contractors and shall not commit or permit any act in connection with employment of labor, or otherwise, which will interfere with the performance of work by any other contractor.

Bidders are required to fully inform themselves on the conditions relating to construction and labor under which work is now being performed, and this contractor must employ such methods and means in carrying out his work as will not cause any interruption or interference with any other contractor.

General Decision Number: DC030003 09/24/2004 DC3

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004
15	09/17/2004
16	09/24/2004

ASBE0024-001 03/01/2004

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 24.17	11.09

ASBE0024-002 03/01/2004

	Rates	Fringes
Hazardous Material Handler		
Includes preparation, wetting, stripping, removal, scrapping,		

vacuuming, bagging and  
 disposing of all  
 insulation materials,  
 whether they contain  
 asbestos or not, from  
 mechanical systems.....\$ 12.43                      4.59

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 BRDC0001-001 04/27/2003

	Rates	Fringes
Bricklayer.....	\$ 24.85	5.52

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 CARP0132-006 05/01/2004

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 22.50	4.83
Piledriver.....	\$ 20.85	5.50

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 ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	\$ 20.60	5.09

SCOPE OF WORK: Includes low voltage construction,  
 installation, maintenance and removal of teledata  
 facilities (voice, data and video) including outside plant,  
 telephone and data inside wire, interconnect, terminal  
 equipment, central offices, PABX, fiber optic cable and  
 equipment, railroad communications, micro waves, VSAT,  
 bypass, CATV, WAN (Wide area networks), LAN (Local area  
 networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in  
 industrial applications such as assembly lines, robotics  
 and computer controller manufacturing systems. The  
 installation of conduit and/or raceways shall be installed  
 by Inside Wiremen. On sites where there is no Inside  
 Wireman employed, the Teledata Technician may install  
 raceway or conduit not greater than 10 feet. Fire alarm  
 work is excluded on all new construction sites or wherever  
 the fire alarm system is installed in conduit. All HVAC  
 control work.

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 ELEC0026-016 06/07/2004

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 29.55	9.17+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s  
 Birthday, Inauguration Day, Memorial Day, Fourth of July,  
 Labor Day, Veterans Day, Thanksgiving Day, the day after  
 Thanksgiving and Christmas Day or days designated as legal

holidays by the Federal Government.

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ENGI0077-009 05/01/2004

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 23.57	5.62+a
Cranes (35 tons and above)...	\$ 24.74	5.62+a
Cranes (under 35 tons).....	\$ 24.28	5.62+a
Forklifts.....	\$ 17.00	5.62+a
Piledrivers.....	\$ 24.28	5.62+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

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IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 24.00	8.975

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IRON0201-003 05/01/2003

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 22.45	9.75

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LABO0074-001 06/01/2004

	Rates	Fringes
Laborer: Skilled.....	\$ 17.59	3.30

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene

burners and licensed powdermen.

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LABO0456-012 06/01/2004

	Rates	Fringes
Laborers:		
Mason Tender (Brick).....	\$ 13.95	3.30
Mortarmen, Scaffold Builders	\$ 14.65	3.30

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MARB0002-002 05/01/2004

	Rates	Fringes
Marble & Stone Mason.....	\$ 27.47	10.05

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

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MARB0003-001 05/01/2004

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 22.07	8.18

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MARB0003-004 05/01/2004

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 17.87	7.32

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PAIN0051-004 06/01/2004

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and under.....	\$ 21.57	6.86
Contracts over \$2,000,000...	\$ 22.79	6.86

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PAIN0051-010 06/01/2004

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finishers.....	\$ 21.01	6.86

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PLAS0891-003 05/01/2004

	Rates	Fringes
Cement Mason.....	\$ 23.73	4.945

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PLUM0005-007 08/01/2004



	Rates	Fringes
Plumber		
Apartment Buildings over 4 stories (except hotels).....	\$ 19.03	7.19+a
ALL Other Work.....	\$ 29.52	10.89+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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 \* PLUM0602-006 09/01/2004

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 29.17	11.22+a

a. PAID HOLIDAYS:  
 New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

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 SFDC0669-001 04/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	10.95

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 SHEE0100-002 07/01/2004

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 28.43	9.76

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 SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner		
INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

## **ATTACHMENT J.4**

### **FIRST SOURCE EMPLOYMENT AGREEMENT**

## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

### I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.



- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
  - 1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  - 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
  - 1. A good faith effort to comply is demonstrated by the contractor;
  - 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
 

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  - 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

**EMPLOYMENT PLAN**

NAME OF FIRM\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_FEDERAL IDENTIFICATION NO.\_\_\_\_\_

CONTACT PERSON\_\_\_\_\_TITLE\_\_\_\_\_

E-mail:\_\_\_\_\_TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY\_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT\_\_\_\_\_FUNDING AMOUNT\_\_\_\_\_

PROJECTED START DATE\_\_\_\_\_PROJECT DURATION\_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

**CURRENT EMPLOYEES:** Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

[illegible]

## **ATTACHMENT J.5**

### **LSDBE CERTIFICATION PACKAGE**

# LOCAL, SMALL, RESIDENT AND DISADVANTAGED BUSINESS ENTERPRISES

## CERTIFICATION APPLICATION

1. Business Name:\_\_\_\_\_

E-Mail:\_\_\_\_\_ Tel:( )\_\_\_\_\_ Fax: ( )\_\_\_\_\_

2. Business Mailing Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_ Ward #:\_\_\_\_\_

3. Principal Contact Person:\_\_\_\_\_ Title:\_\_\_\_\_ Tel:( )\_\_\_\_\_

4. List Business Structure (choose one):

- \_\_\_\_ Corporation
- \_\_\_\_ Limited Liability Corporation
- \_\_\_\_ Partnership
- \_\_\_\_ Sole Proprietorship
- \_\_\_\_ Joint Venture

5. Date Business Established:\_\_\_\_\_ If corporation, location of corporation:\_\_\_\_\_

Primary business activity (if diversified, percent of each adding up to a total of 100%):\_\_\_\_\_ %  
Professional Service (i.e., Legal, A&E, CPA, etc.)

% \_\_\_\_ Construction                      % \_\_\_\_ Manufacturer                      % \_\_\_\_ Distribution  
% \_\_\_\_ Wholesaler                      % \_\_\_\_ Retailer                      % \_\_\_\_ Service Provider

6. List the following business information (please contact listed reference phone numbers for personal assistance):

<b>Dunn &amp; Bradstreet No.:</b>	<b>(800) 333-0505</b>	<b>No.:</b>
<b>Local Unemployment Compensation No.:</b>	<b>(202) 724-7566</b>	<b>No.:</b>
<b>D.C. Franchise Tax ID:</b>	<b>(202) 727-7000</b>	<b>No.:</b>
<b>Federal Employer ID:</b>	<b>(800) 829-1040</b>	<b>No.:</b>

7. Describe the business' product line, trade or services below (attach additional pages if necessary):

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7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached, or call OCP (202) 727-0252):

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8. Briefly describe any specialties:\_\_\_\_\_

9. List business and office equipment, vehicles and facilities located (attach additional page if necessary):

a. Equipment and Vehicles Owned and/or Leased	Storage Location of Equipment and Vehicles	b. List All Operating Facilities (please designate principal facility)	Address, City, State & Zip

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

Original and Current Owners/Stockholders of Business						(a) List Total Corporate Shares Authorized			
(b) Name of Owners/ Stockholders	© US Citizen (check X if yes)	(d) LAPR	(e) SEX	(f) Total Authorized shares/ holder	(g) % of Owner -ship	(h) Initial Capital Injection	(I) Class of Stock Issued (Common Preferred)	(j) Home Address & Phone Number	(k) Ward No.

Note: In column (c), indicate with an “X” whether the persons listed are United States Citizen or Lawfully Admitted Permanent Resident (LAPR). In columns (f) through (I), indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

(a) Current Board of Directors/Owners							
Name	Title	Occupation	Sex	Date Appointed	Home Address	Phone Number	Ward No.



(b) Officers of Corporation/Key Personnel							
Name	Title	Operational Function(s)	Sex	Date Appointed	Home Address	Phone Number	Ward No.

12. List Bonding Information:

Name of Bonding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_  
List Bonding specialties (if any) \_\_\_\_\_  
Bonding Limit \$ \_\_\_\_\_

13. List Insurance Information:

Name of Insurance Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_  
List Insurance Type: \_\_\_\_\_ Property/Liability Limit \$ \_\_\_\_\_

14. List Business Banking Information:

Primary Business Bank: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_

15. List Other Local Businesses (DC based) you do business with:

Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel:( ) \_\_\_\_\_  
  
Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel:( ) \_\_\_\_\_  
  
Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Tel:( ) \_\_\_\_\_

16. List charitable and other contributions to the DC Community (please be specific):

Name \_\_\_\_\_ Tel.: (\_\_\_\_) \_\_\_\_\_

Type of Contribution: \_\_\_\_\_

Name \_\_\_\_\_ Tel.: (\_\_\_\_) \_\_\_\_\_

Type of Contribution: \_\_\_\_\_

17. List total amount of taxes paid to DC Government (specify type of taxes paid in the current and last tax year):

- a. Check all that apply:                      Current Year-To-Date:                      Last Fiscal Year:

_____ Arena. . . . .	\$ _____	\$ _____
_____ Corporate. . . . .	\$ _____	\$ _____
_____ Unemployment. . . . .	\$ _____	\$ _____
_____ Personal Property. . . . .	\$ _____	\$ _____
_____ Workers Compensation	\$ _____	\$ _____
_____ Sales. . . . .	\$ _____	\$ _____
_____ Real Estate . . . . .	\$ _____	\$ _____
_____ Fuel . . . . .	\$ _____	\$ _____
_____ Business. . . . .	\$ _____	\$ _____
_____ Use. . . . .	\$ _____	\$ _____
_____ Income. . . . .	\$ _____	\$ _____

18. List the LSRDBE status you are applying for (please choose all that are applicable and refer to "Supporting Documentation Checklist"):

\_\_\_\_\_ Resident Business Ownership  
\_\_\_\_\_ Local  
\_\_\_\_\_ Small  
\_\_\_\_\_ Disadvantaged (additional notarized affidavit required)

- a. List location of principal business site:

\_\_\_\_\_ DC \_\_\_\_\_ WSMSA (please reference "Waiver Application")

- b. Enterprise Zone - If you have listed "DC" as your principal business site, please indicate one:

\_\_\_\_\_ DC Village Economic Development Zone  
\_\_\_\_\_ Anacostia Economic Development Zone  
\_\_\_\_\_ At Large DC Based Business, Non-Economic Development Zone

c. List type and qualification for Small Business Enterprise:

Industry Type Revenue Limit (last fiscal year)

_____ Construction (street, highway, bridges, etc.)	\$23 million or less
_____ Building Construction (general construction, etc.)	\$21 million or less
_____ Specialty Trade Contractors	\$13 million or less
_____ Manufacturing Services	\$10 million or less
_____ General Services	\$19 million or less
_____ Transportation and Hauling Services	\$13 million or less
_____ Goods and Equipment	\$8 million or less
_____ Personal Services (hotels, beauty, laundry, etc.)	\$5 million or less
_____ Business Services (general)	\$10 million or less
_____ Health and Legal Services	\$10 million or less
_____ Health Facilities Management	\$19 million or less
_____ Financial Institutions	\$300 million or less

19. List Workforce Information:

Workforce Information							
Name	Title	Full Time/ Part Time	Sex	Date Hired	Home Address	Phone Number	Ward No.

20. List Professional and Current Licenses:

License Type	License Number	License Expiration Date	Authorizing Entity of License

21. List Gross Annual Revenues for Last Three (3) Years:

19\_\_\_\_/\$\_\_\_\_\_ 19\_\_\_\_/\$\_\_\_\_\_ 20\_\_\_\_/\$\_\_\_\_\_

22. List Sources of Business Revenues

Source of Business Revenues Contracts/Sales	List Fiscal Year	Amount (\$)	% of Total Revenues
DC Government Prime/Sub		\$	%
Private Sector		\$	%
Other		\$	%
Total		\$	100%
Description of "Other" Sources			

23. List the Last Three (3) Contracts:

Name of Contractor Contracts/Sales	Project Name	Service Provided	Dollar Amount

24. Complete and notarize the attached Affidavit and submit to:  
District of Columbia Government  
Office of Local Business Development  
441 - 4th Street, N. W., Suite 970N  
Washington, D. C. 20001  
Tel: (202) 727-3900

# SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

- 1) to identify and explain the operations of \_\_\_\_\_  
(Name of Company)
- 2) to identify the ownership thereof; and
- 3) to establish their eligibility for certification as a Resident Business Owner, Local Business Enterprise, and/or Small Business Enterprise and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC), the LSRDBE Application and supporting documents as may be required to substantiate the firm's eligibility for self-certification. This includes complete cooperation with the LBOC's certification process, and allows the examination of books, records and files of the named company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understands and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the D. C. Corporation Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principals thereof that it is reasonably believed has obtained certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission which is punishable by a fine of \$100,000. A business enterprise or individual convicted of false swearing shall be subject to criminal penalties of not more than \$1,000 and/or imprisoned for not more than one (1) year (Dec. 1, 1982, D.C. Law 4-164, ss404, 29 DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit for products or services, the undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document, there are any change(s) (during the term of the certification) in the information submitted herein, the undersigned will inform the LSRDBE Program immediately of the change(s).

**NOTARIZATION: (Sign only in the presence of a D.C. Notary)**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared (Name of D.C. Notary)

\_\_\_\_\_ who is properly authorized by (Name of Firm)

\_\_\_\_\_ to execute this Affidavit and did so at his/her free act and deed.

Notary Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(SEAL) Notary Public

# **REQUIRED SUPPORTING DOCUMENTS**

## **CHECKLIST-CORPORATION**

For who: Companies registered as C-Corporation and S-Corporations with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Existing corporations please:

1. Complete the enclosed application.
2. Provide copies of the following supportive corporate documentation:
  - a) Articles of incorporation
  - b) Executed stock certificates
  - c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
  - d) Abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
  - e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - f) Last two (2) years of corporate District and Federal Tax Returns
  - g) Resume' of key personnel
3. Principal owner(s) documentation of eligibility:
  - a) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
  - b) Proof of residency (e.g., copy of driver's license or picture ID and copy of current utility bill)
4. Lease/Rental Agreements
5. Profession or Trade License
6. Certificate(s) of Good Standing

New corporations (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

# **REQUIRED SUPPORTING DOCUMENTS**

## **CHECKLIST-SOLE PROPRIETORSHIP**

For who: Companies registered as a Sole Proprietorship with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Sole-Proprietorships please:

1. Complete the enclosed application.
2. Provide copies of the following supportive sole-proprietorship documentation:
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - d) Last two (2) years of District and Federal Tax Returns
  - e) Resume' of key personnel
  - f) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
  - g) Proof of residency (e.g., copy of driver's license or picture ID and copy of current utility bill, certificate of occupancy)
  - h) Certificate(s) of Good Standing
  - i) Professional or Trade License (J) WUN & Brodstreet H

New sole-proprietorships (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

## **REQUIRED SUPPORTING DOCUMENTS**

### **CHECKLIST-PARTNERSHIP**

For who: Companies registered as Partnership with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Partnerships please:

1. Complete the enclosed application.
2. Provide copies of the following supportive partnership documentation:
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projects)
  - d) Last two (2) years of corporate District and Federal Tax Returns

New partnerships (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.



## **REQUIRED SUPPORTING DOCUMENTS**

### **CHECKLIST-DISADVANTAGED**

For who: Companies applying for Disadvantaged Business Enterprise (DBE) status with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Notarized Letter of Disadvantage:

1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status.
2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system.
  - a) Access to capital
  - b) Access to credit
  - c) Access to bonding
3. Principal owner's personal financials
4. Proof of capital injection (e.g., current bank statement)
5. Comprehensive business plan

Note: To obtain additional information about this program, please contact the Offices of Human Rights and Local Business Development, Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.

Violations: Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil or criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

Note: Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF LOCAL BUSINESS DEVELOPMENT  
441 - 4TH STREET, N.W., SUITE 970N  
WASHINGTON, D. C. 20001**

**FACT SHEET  
LOCAL, SMALL, RESIDENT, DISADVANTAGED AND LOCAL BUSINESS  
CERTIFICATION PROGRAM**

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The LSRDBE Program was established in 1992 as the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act”. The Act, as amended in 1998, is now D.C. Law 12-268. The Sheltered Market Program, established under the Minority Contracting Act of 1976, effective March 29, 1977 (D.C. Law 1-95), was declared unconstitutional by the U.S. Court of Appeals in *O'Donnell Construction v. District of Columbia*, 963 F. 2d 420 (D.C. Cir. 1992). As a result thereof, the Sheltered Market Program for minority businesses was discontinued. The D.C. City Council enacted a new program entitled the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act” in 1992. Businesses may be certified in the Program as follows:

**Local Business Enterprises (LBE)**

LBE is a business enterprise whose principal office is located physically in the District of Columbia, licensed by the District and subject to District of Columbia taxes.

**Disadvantaged Business Enterprises (DBE)**

An applicant for DBE certification shall demonstrate to the Commission that the individuals representing at least 51 percent (51%) of those who own, operate and control the business enterprise are:

- (a) Socially disadvantaged because the individuals have faced chronic, not fleeting, instances of prejudice or bias without regard to their qualities as individuals over which they have no control due to their identity as members of a group as evidenced by the following:
  - (1) Documentation proving that the individuals seeking socially disadvantaged status as members of a group hold themselves out as members of the group.
  - (2) Documentation proving that the individuals seeking socially disadvantaged status have been isolated from the mainstream of American Society not common to business persons not socially disadvantaged; and
  - (3) Documentation proving that the individuals seeking socially disadvantaged status have personally suffered social disadvantage through treatment they have experienced.

(b) Economically disadvantaged because of diminished opportunities that have precluded these individuals from successfully competing in the open marketplace as evidenced by the following documentation on:

- (1) The personal financial condition of the individuals seeking economically disadvantaged status;
- (2) The financial condition of the business enterprise; and
- (3) The applicant's lack of access to credit, capital, and the open market which is not common to business persons in general.

To be eligible for certification consideration, you must submit a letter that demonstrates historic, economic and social (education, employment, housing, banking, bonding, and contract bids) discrimination and your letter must be signed and notarized in Washington, D. C. In addition to your letter, you must submit your personal income tax return and your personal financial statement.

#### **Small Business Enterprises (SBE)**

SBE is a local business or a business enterprise that has satisfied the requirements established in Section b(13) of the Act and is independently owned, operated and controlled and has had average annualized gross receipts (for three years preceding certification) and does not exceed the limits (size standards) as follows:

<b><u>Industry Type</u></b>	<b><u>Average Annual Gross Receipts</u></b>
Construction (street, highway, bridges, etc.)	\$23 million
Building Construction (general construction, etc.)	\$21 million
Specialty Trade Contractors	\$13 million
Manufacturing Services	\$10 million
General Services	\$19 million
Transportation & Hauling Services	\$13 million
Goods & Equipment	\$ 8 million
Personal Services (hotels, beauty, laundry, etc.)	\$ 5 million
Business Services (general)	\$10 million
Health & Legal Services	\$10 million
Health Facilities Management	\$19 million
Financial Institutions	\$300 million

#### **Resident Business Ownerships (RBO)**

RBO is a local business enterprise owned by an individual, or a majority number of individuals, subject to personal income tax in the District of Columbia.

### **Benefits:**

Disadvantaged Business Enterprises (DBEs) are eligible to receive three (3) points, in the case of proposals and a three (3) percent reduction in price, in the case of bids. Local Business Enterprises (LBEs) are eligible to receive four (4) preference points, in the case of proposals and a four (4) percent reduction in price, in the case of bids. A Resident Business Ownership (RBO) is eligible to receive three (3) preference points, in the case of proposals and a three (3) percent reduction in price, in the case of bids. Small Business Enterprises are eligible to participate in a 50% Set-Aside (contracting and subcontracting) goal program. Additionally, a two -tier small business set-aside program at the contract level that shall:

1. Include a separate set-aside program for small business enterprises with gross revenues of \$1 million or less; and
2. Provide that a business become ineligible for participation in this set-aside program when the business has gross revenues in excess of \$1 million for 2 consecutive years;
3. Establish set-aside programs for all small business enterprises, and for local and disadvantaged business enterprises, at the subcontracting level; and
4. Establish a set-aside program for local, small, or disadvantaged business enterprises for the Blanket Order Blitz at the contract level.

### **Joint Ventures**

A Joint Venture is an association of two or more businesses (including one Local Business Opportunity Commission (LBOC) certified firm with at least 51% ownership, management and control), temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skills and knowledge. The association is limited in scope and duration. The LSRDBE Venture partner must remain within the above small business size standards in order to qualify for approval, in accordance with DCMR Section 812.12.

### **Enterprise Zones**

Businesses that are located within an enterprise zone or an area for which an application for designation as an enterprise zone has been submitted will be eligible for a two (2) point preference, in the case of proposals and a two percent (2%) reduction in price, in the case of bids.

The following locations represent the economic development zones for the District of Columbia:

- (1) The Alabama Avenue economic development zone, which is bordered on the North by the East side of Fort Stanton Park, S. E. and Suitland Parkway, S. E. and the northern property line of Saint Elizabeth's Hospital and Alabama Avenue, S. E., on the South side by Southern Avenue, S. E., on the South side by Southern Avenue,

S. E., on the Northeast side along Fort Baker to 28th Street, S. E., South on 28th Street to Denver Street, S. E., South on Denver Street, S. E., to Naylor Road, S. E., and Southeast on Naylor Road, S. E., to Southern Avenue, S. E., and on the West by South Capitol Street, S. E., as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);

- (2) The D. C. Village economic development zone, which is bordered by I-95 on the West and South, Martin Luther King, Jr., Avenue, S. W., on the East, and Laboratory Road, S. W., on the North, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);
- (3) The Anacostia economic development zone, from the West span of the 11th Street Bridge, South to Martin Luther King, Jr., Avenue, S. E., and 'S' Street, S. E., East on 'S' Street, S. E., to Naylor Road, S. E., South to Altamont Place, S. E., South to Good Hope Road, S. E., South along the West boundary of Fort Stanton Park to Suitland Parkway, S. E., crossing Suitland Parkway, S. E., at Robinson Place, S. E., Northwest along the North property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent to Barry Farms on the North property-line, including the area in and around the Point, and adjacent to the I-295 expressway right of way on the South property-line, to the West property-line of Saint Elizabeth's Hospital, South to the Southern property-line of Saint Elizabeth's Hospital, East to Milwaukee Place, S. E., Southeast to Martin Luther King, Jr., Avenue, S. E., South to Portland Street, S. E., West to South Capitol Streets, S. E., North to Anacostia Drive, S. E., East to the West span of the 11th Street Bridge.

### **Waiver Provisions**

Applicants whose principal offices are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.

All information should be submitted to the Certification Division, D.C. Office of Local Business Development, One Judiciary Square, 441 - 4th Street, N. W., Suite 970N, Washington, D.C. 20001. For more information, please contact the Certification Division staff at (202) 727-3900.

### **LSRDBE Certification Expiration**

1. **Expiration:** All certifications expire two (2) years from the date of issuance.  
**How to read your certification number:**  
**Sample: 00-01-1234 (means)**  
Year 2000, Month 01, Certification No. 1234
2. **Recertification:** Applications should be submitted not less than ninety (90) days before the date of expiration.  
**Anticipate Recertification:**  
**Sample: Expiration January 2000 (means)**  
Submitted for renewal review in October 1999

- 3. Changes/Eligibility Status: The Local Business Opportunity Commission (LBOC) shall be notified of any changes that may affect the eligibility for certification of the applicant. See DCMR Section 812.6 of the DC Municipal Regulations on LSRDBE Contracting.**

**Notify LBOC of:**      **Change of address and telephone numbers.**  
                                 **Change of ownership and/or control.**  
                                 **Other pertinent changes that affect the**  
                                 **make-up of the company as presented in**  
                                 **your LSRDBE certification application.**

**Note: Failure to inform the LBOC of these changes can result in the revocation of your certification.**

- 4. Bidding: A copy of the LSRDBE certification letter must be attached to the front of all bids and/or proposals for the Local, Small, Resident and Disadvantaged Business Enterprises Program. Section DCMR Sections 804.8(b), 818.2 of the DC Municipal Regulations on LSRDBE Contracting.**

## **PENALTY PROVISION**

**The Corporation Counsel may bring a civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers, or principals that it reasonably believed have obtained certification by fraud or deceit or have furnished substantially inaccurate or incomplete ownership information to the Commission. A business enterprise or individual found guilty shall be subject to a civil penalty of not more than \$100,000, in accordance with D.C. Law 12-268.**

## *“Support Documents”*

### *Required for Re-Certification Only*

(All documents submitted are kept confidential)

- Exhibit 1. Certification Application.
- Exhibit 2. A copy of applicant’s most recent financial statement (which is less than 120 days old)
- Exhibit 3. District and Federal tax returns for the past two (2) years.
- Exhibit 4. Current District of Columbia Professional License (i.e., Contractor, Engineer or Architect), if applicable.

### *Required for Re-Certification Only*

If you are applying for Re-Certification as a Disadvantaged Business Enterprise (DBE), you must include the principle owners’ personal financial statement (less than 120 days old) and your notarized DBE letter demonstrating causes that contribute to your economically and socially disadvantaged status (access to capital, credit, bonding, equal opportunity in contracts, educational opportunities and housing).



# WAIVER APPLICATION

## GOVERNMENT OF THE DISTRICT OF COLUMBIA LOCAL BUSINESS OPPORTUNITY COMMISSION

The WAIVER APPLICATION is for companies whose principal office is NOT physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria:  
(Please complete this addendum and submit with your certification application package)

Applicant's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

(Street Address)

(City)

(State)

(Zip)

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

1. The applicant's principal office is located in the Washington Standard Metropolitan Statistical Area\*: \_\_\_\_\_ Yes \_\_\_\_\_ No

List City and State: \_\_\_\_\_ County: \_\_\_\_\_

Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than fifty percent (50%) of the assets of the business enterprise are located in the District of Columbia: \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Assets (100%): \_\_\_\_\_ % of Assets in DC: \_\_\_\_\_

Documentation Required: Proof of ownership and value of plant/warehouse, real estate, equipment, vehicles (industry related) or IRA or other retirement account; balance sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than fifty percent (50%) of the employees of the business are residents of the District of Columbia.

Total Number of Employees: \_\_\_\_\_ Number of DC Residents: \_\_\_\_\_

Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.

4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.

Total Number of Owners: \_\_\_\_\_ Number of Owners in DC: \_\_\_\_\_

Percentage (%) Ownership in DC: \_\_\_\_\_

**Documentation Required:** Copy of personal income tax returns of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment and Articles of Incorporation.

5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia. \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Sales (FY- ): \_\_\_\_\_

Total DC Sales Revenues (FY- ): \_\_\_\_\_

Percentage (%) DC Sales Revenue (FY- ): \_\_\_\_\_

**Documentation Required:** Documentation of sales (e.g., photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement).

**\*Washington Standard Metropolitan Statistical Area (WSMSA)**

**Maryland Counties:** Calvert, Charles, Howard, Montgomery, Prince Georges'

**Virginia Counties:** Arlington, Fairfax, Loudon, Prince William, Stafford

**Virginia Cities:** Alexandria, Fairfax, Falls Church, Manassas, Manassas Park